

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:

San Francisco P.O. Box 420603
CA 94142-0603



SCOPE OF WORK PROVISION

FOR

TEAMSTERS

IN

ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA,
CONTRA COSTA, DEL NORTE, EL DORADO, FRESNO, GLENN,
HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIN,
MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA,
NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO,
SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA,
SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA,
STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE,
YOLO AND YUBA COUNTIES

TEAMSTERS AGREEMENT

THIS AGREEMENT made and entered into this 7th day of June 1999, by and between the ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC., hereinafter referred to as "Association" on behalf of those signatory employers appearing on Exhibit A attached hereto, and the HEAVY, HIGHWAY, BUILDING AND CONSTRUCTION TEAMSTERS COMMITTEE FOR NORTHERN CALIFORNIA, hereinafter referred to as "Committee".

WITNESSETH

SECTION 1 GENERAL PROVISIONS

1 (A) Definitions

- (1) **Association:** The term "Association" means Associated General Contractors of California, Inc.
- (2) The term "Employer" shall mean any person or entity, including Joint Ventures, who are listed on Exhibit A on file with the Committee. Exhibit A shall be prepared by the Association and filed with the Committee and shall list individual employers. The Association shall file with the Committee monthly a list of those members of the Association whose names shall be added to Exhibit A.
- (3) **Union:** The term "Union" means one of the following Local Unions affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America: Local Unions 94, 137, 150, 287, 315, 386, 431, 439, 490, 533, 624, 853, 890, 912.
- (4) **Committee:** The term "Committee" means the Heavy, Highway, Building and Construction Teamsters Committee for Northern California.
- (5) **Employee:** The term "Employee" means all individuals performing work within the unit covered by this Agreement, except that it shall not apply to superintendents, assistant superintendents, general foremen, foremen covered by the Master Agreement covering foremen between the Committee and the Association, civil engineers and their helpers, timekeepers, messenger boys, guards, confidential employees and office help.

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Department of Industrial Relations

JUL 30 1999

Div. of Labor Statistics & Research
Chief's Office

1 (B) Scope of Agreement

The geographic area covered by this Agreement is that portion of the State of California above the northern boundary of Kern County, the northern boundary of San Luis Obispo County and the westerly boundaries of Inyo and Mono Counties.

This Agreement covers and applies to all work of the Employer falling within the established jurisdiction of the Union, including, but not limited to, building construction, heavy, highway and engineering construction and the performance of work in the classifications listed in Section 4, and for which the Employer undertakes responsibility in connection with any job. All such work shall be performed first, by utilizing owned equipment of the Employer, then of the subcontractor, or Owner/ Operator in accordance with the provisions of this Agreement; provided, however, such work is to be performed using identical equipment owned by the employer. Provided further, that where a bona fide job requirement precludes utilization of the employers owned equipment, such work may be subcontracted. A bona fide job requirement shall include but not be limited to:

- WBE/MBE/DBE utilization.
- Conditions which will result in excess wear and tear on owned equipment.
- Prior contractual agreement committal to subcontractor where at time of bid employers equipment was anticipated to be fully used.
- Other Federal, State, County or City statutes placing requirement on the employers which can only be met by subcontracting or utilization of Owner/Operators.

This equipment utilization shall be limited to the geographic area normally serviced by each individual employers' permanent yard, where such equipment is assigned by the employer.

This provision is not intended to apply on a day by day basis but is intended to preclude a pattern of utilizing subcontractors or Owner/Operators in lieu of utilizing owned equipment. This provision is not intended to preclude subcontracting to subcontractors or Owner/Operators signatory to a Teamster Agreement.

It is understood that the intention of this Section 1B is to ensure maximum utilization of equipment owned by the individual employer and provide maximum employment opportunity for those employees of the individual employer signatory hereto.

No supervisory personnel shall be allowed to operate any mechanical equipment on work covered by this Agreement. No supervisory personnel shall perform any other work covered by this Agreement which is regularly assigned to an Employee on a full time basis.

discharge or suspension shall specify the reason for discharge or suspension and shall be served upon the Employee with a copy to the Union in the locality by certified mail or FAX within forty-eight (48) hours, excluding Saturdays, Sundays and holidays, after the discharge or suspension occurs. Discharges or suspensions to be effective must occur not more than ten (10) days after the incident providing the basis for the discharge or suspension.

Except as otherwise provided in Supplement #3, the first five (5) working days of employment of any Employee shall be a probationary period during which time any termination will not be challenged.

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SECTION 4

4 (A) WAGES AND FRINGE BENEFITS

FRINGE BENEFITS

	6/28/99	6/26/00	6/25/01
Health & Welfare	\$4.40	*	*
Pension	\$4.71	*	*
Vacation & Holiday Pay	\$2.00	*	*
Nor-Cal Training	\$.35	*	*
Supplemental Dues	\$.35	*	*
Contract Administration	\$.05	*	*

FUTURE RATE INCREASE

June 16, 2000 - \$1.00 to be allocated.

June 16, 2001 - \$1.00 to be allocated.

The Union may allocate the increase to wages and/or fringe benefits. Any increase in wages in 2000 and 2001 will be effective June 16 of the respective year. Any increase in fringe benefits in 2000 and 2001 shall be effective on June 26, 2000 and June 25, 2001, respectively.

CLASSIFICATIONS & WAGE RATES

	Effective Date		
<u>GROUP 1</u>	<u>6/16/99</u>	<u>6/16/00</u>	<u>6/16/01</u>
Classification:	\$21.06	\$*	S*

Dump Trucks under 6 yards

Single Unit Flat Rack (2 axle unit)

Nipper Truck (When Flat Rack Truck is used appropriate Flat Rack Rate shall apply)

Concrete pump truck (When Flat Rack Truck is used appropriate Flat Rack shall apply)

Concrete pump machine

Fork Lift & Lift Jitneys

Warehouse Clerk/Parts Man (Job Site construction; permanent yards where an employee covered by this Agreement is presently assigned to the work)

Fuel and/or Grease Truck Driver or Fuelman
 Truck Repair Helper
 Fuel Island Attendant, or Combination Pit and/or Grease Rack and Fuel Island Attendant
 (shall apply only where a full time employee of the contractor is assigned to the work
 at the sole discretion of the contractor)
 Snow Buggy (shall apply only where a full time employee of the contractor is assigned to
 work at the sole discretion of the contractor)
 Steam Cleaning (when an Employee is assigned to this work on a full time basis)
 Bus or Manhaul Driver
 Escort or Pilot Car Driver
 Pickup Truck
 Teamster Oiler/Greaser/and or Serviceman
 Hook Tenders (When doing work in Teamster jurisdiction, including loading and unloading)
 Team Drivers
 Warehousemen
 Tool Room Attendant (Refineries)

	Effective Date		
<u>GROUP 2</u>	<u>6/16/99</u>	<u>6/16/00</u>	<u>6/16/01</u>
Classification:	\$21.36	\$*	\$*

Dump Trucks 6 yds Under 8 yds
 Transit Mixers through 10 yds.
 Water Trucks Under 7000 gals.
 Jetting Trucks Under 7000 gals
 Vacuum Trucks Under 7500 gals
 Single Unit flat rack (3 axle unit)
 Highbed Heavy Duty Transport
 Scissor Truck
 Rubber Tired Muck Car (Not self-loaded)
 Rubber Tired Truck Jumbo
 Winch Truck and "A" Frame Drivers
 Combination Winch Truck With Hoist
 Road Oil Truck or Bootman
 Buggymobile
 Ross, Hyster and similar Straddle Carrier
 Small Rubber Tired Tractor (when used in Teamster Jurisdiction)
 Truck Dispatcher (shall apply only where a full time employee of the Contractor is assigned
 to the work at the sole discretion of the Contractor)

	Effective Date		
<u>GROUP 3</u>	<u>6/16/99</u>	<u>6/16/00</u>	<u>6/16/01</u>
Classification:	\$21.66	\$*	\$*
Dump Trucks 8 yds and including 24 yds			
Transit Mixers Over 10 yds			
Water Trucks 7000 gals and over			
Jetting Trucks 7000 gals and over			
Vacuum Trucks 7500 gals and over			
Trucks Towing Tilt Bed or Flat Bed Pull Trailers			
Heavy Duty Transport Tiller Man			
Self Propelled Street Sweeper with or without Self-Contained Refuse Bin			
Boom Truck - Hydro-Lift or Swedish Type Extension or Retracting Crane			
P.B. or Similar Type Self Loading Truck			
Tire Repairman			
Truck Repairman			
Combination Bootman and Road Oiler			
Dry Distribution Truck (A Bootman when employed on such equipment, shall receive the rate specified for the classification of Road Oil Trucks or Bootman)			
Ammonia Nitrate Distributor, Driver and Mixer			
Snow Go and/or Plow			

	Effective Date		
<u>GROUP 4</u>	<u>6/16/99</u>	<u>6/16/00</u>	<u>6/16/01</u>
Classification:	\$22.01	\$*	\$*
Dump Trucks over 25 yds and under 65 yds			
Water Pulls - DW 10s, 20s, 21s and other similar equipment when pulling Aqua/pak or Water Tank Trailers			
Helicopter Pilots (when transporting men and materials)			
Lowbed Heavy Duty Transport			
DW10s, 20s, 21s and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers			

	Effective Date		
<u>GROUP 5</u>	<u>6/16/99</u>	<u>6/16/00</u>	<u>6/16/01</u>
Classification:	\$22.36	\$*	\$*
Dump Truck 65 yds and over			
Holland Hauler			

GROUP 6 (Use dump truck yardage rate)

Articulated Dump Truck
Bulk Cement Spreader (w/ or w/o Auger)
Dumpcrete Truck
Skid Truck (Debris Box)
Dry Pre-Batch Concrete Mix Trucks
Dumpster or Similar Type
Slurry Truck

GROUP 7 (Use Appropriate Rate for the Power Unit or the Equipment Utilized)
Classification:

Heater Planer
Asphalt Burner
Scarifier Burner
Fire Guard (where a full time employee of the contractor is assigned to the work)
Industrial Lift Truck (mechanical tailgate)
Utility and Clean-Up Truck
Composite Crewman

Group 8
Classification:

Trainee

The straight time hourly wage rates for Trainees shall be the percentage of the journey level wage scale for the equipment operated.

Step 1 - 1st 1000 hours	65% of journey level wages
Step 2 - 2nd 1000 hours	75% of journey level wages
Step 3 - 3rd 1000 hours	85% of journey level wages
Thereafter	100% of journey level wages

Trainee Fringe Benefits - The first thru third step trainee fringe benefits are at 100% of journey level, except Vacation/Holiday pay which shall be excluded for trainees.

An individual Employer may employ one (1) trainee for every four (4) journey level Teamsters actively employed. Individual Employers with less than four (4) journey level Teamsters may utilize one (1) trainee; thereafter, one (1) for every four (4) journey level Teamsters.